

## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** made effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**CORPORATION**

a corporation incorporated under the laws of \_\_\_\_\_ (the "Corporation")

- and -

**RECIPIENT**

a corporation incorporated under the laws of \_\_\_\_\_ (the "Recipient")

**WHEREAS:**

(set out the relationship between the parties)

**NOW THEREFORE THIS AGREEMENT WITNESSES** that the parties hereto agree as follows:

1. In furtherance of the relationship between the Corporation and the Recipient, it is necessary and desirable that the Corporation disclose to the Recipient certain confidential information (the "Confidential Information") with respect to the Corporation's business, including but not limited to \_\_\_\_\_.

2. The Recipient shall not disclose the Confidential Information or any portion thereof to any third party and shall use its best efforts to prevent inadvertent disclosure of the Confidential Information to any third party by any employee, director, officer or agent of the Recipient or any other person having access to the Confidential Information through the Recipient.

3. The Recipient shall neither use the Confidential Information nor circulate it within its own organization except to the extent necessary to:

- (a) conduct negotiations, discussions and consultations with personnel or authorized representatives of the Corporation;
- (b) (set out any other reasons)
- (c) any other purpose the Corporation may authorize in writing.

THIS IS A 2-PAGE FORM.